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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Andres Acosta and Cristian Castaneda, *on*
behalf of themselves and others similarly
situated,
Plaintiffs,

Civil Case No.: _____-cv-_____(____)

FLSA COLLECTIVE ACTION

-v-

COMPLAINT

Executive Cleaning Services of Long Island
Ltd, St. John's University, and Angel
Cardenas, *in his individual and professional*
capacity,
Defendants.

NATURE OF THE ACTION

1. Plaintiffs Andres Acosta and Cristian Castaneda ("Plaintiffs" or "Acosta" and "Castaneda"), on behalf of themselves and others similarly situated, bring this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* in order to remedy Defendants' wrongful withholding of Plaintiffs' overtime compensation. Plaintiffs also bring these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq.*, and as well as the supporting New York State Department of Labor Regulations for violations of overtime wages, spread-of-hours pay, and notice requirements.

SUMMARY

2. Plaintiffs were employed by Defendants, Executive Cleaning Services of Long Island Ltd, St. John's University, and Angel Cardenas as maintenance workers.

3. Both Plaintiffs worked approximately Sixty-Five (65) hours per week during different intervals between July 2014 to May 2015 at different locations in St. John's University.

4. St John's University engaged the services of Executive Cleaning Services of Long Island Ltd., a staffing agency, to recruit and retain Plaintiffs as maintenance workers. However, as a matter of economic reality, Plaintiffs were jointly employed by both entities.

5. Defendants have repeatedly deprived Plaintiffs of their overtime wages and spread-of-hours premium.

6. Defendants misclassified Plaintiffs as independent contractors and paid them no overtime for hours worked over forty hours per week.

7. Nevertheless, the degree of control exercised by Defendants over Plaintiffs, the duration and permanence of Plaintiffs' duties and the vital role Plaintiffs' work constituted to Defendants' business indicate that Plaintiffs were in fact employees of Defendants within the meaning of the FLSA and NYLL.

8. Defendants engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the FLSA and NYLL.

9. As a result of Defendants' actions, Plaintiffs both suffered great hardship and damages.

10. Defendants' conduct extended beyond the Plaintiffs to all other similarly

1 situated employees. Plaintiffs seek certification of this action as a collective action on behalf of
2 themselves individually and those other similarly situated employees and former employees of
3 Defendants pursuant to 29 U.S.C. § 216 (b).

4 **JURISDICTION AND VENUE**

5 **Federal Question Jurisdiction and Supplemental Jurisdiction**

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7 11. This Court has original subject matter jurisdiction over this action under 28
8 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
9 namely, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Additionally, this Court also
10 has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367(a).

11 **Personal Jurisdiction**

12
13 12. This Court may properly maintain personal jurisdiction over Defendants under
14 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
15 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
16 with traditional notions of fair play and substantial justice.

17 **Venue**

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19 13. Venue is proper in the Eastern District of New York under 8 U.S.C. §§1391 (b)
20 (1) and (2) because Defendants reside and conduct business in this judicial district and because
21 a substantial part of the acts or omissions giving rise to the claims set forth herein occurred in
22 this judicial district.

23 **THE PARTIES**

24 **(Plaintiffs)**

25 **Andres Acosta**

26
27 14. Plaintiff Andres Acosta ("Acosta") is an adult individual residing in the state of
28 New York, County of Queens.

1 15. Acosta is a covered employee within the meaning of the FLSA, 29 U.S.C. §
2 203(e) and the NYLL § 190.

3 16. Acosta worked for Defendants from July 2014 to May 2015.

4 17. During this period, Acosta was economically dependent on the business of
5 Defendants. He did not have an independent business providing cleaning services to his own
6 customers, nor did he ever advertize that he had such business.

7 18. Acosta was employed as a maintenance worker and his primary duties included
8 setting up tables, cleaning up, placing out and arranging carpets, and maintaining general
9 upkeep and cleanliness of various areas of St. John's University.

10 19. Acosta's work was supervised at all times, by a person named "William", an
11 employee of St. John's University. William would also instruct, train, and discipline Acosta.

12 20. In addition, Angel Cardenas would set Acosta's schedule and provide him with
13 cleaning equipment and a uniform.

14 21. Acosta's rate of pay was set jointly by the Defendants and Acosta was not in a
15 position to negotiate this rate.

16 22. Acosta did not have the ability to decline the assignments that Defendants gave
17 him nor was his allowed to select which work to perform or which locations to clean. Acosta
18 was also prohibited from delegating his work to other persons.

19 23. Acosta regularly handled goods in interstate commerce during his employment,
20 such as the cleaning products he used at the job site that were purchased out of state.

21 24. During the period of his employment with Defendants, Acosta worked seven
22 days per week from 3:00 pm to 11:00 pm. Sometimes, his schedule would extend until 3 a.m.
23 or 4 a.m. according to Defendants' needs.

1 25. Since starting work in July 2014 up until May 2015, Acosta's hours worked
2 were averaging around Sixty-Five (65) hours per week. His hourly pay, as determined by
3 Defendants, was Nine Dollars (\$9) per hour for all hours worked.

4 26. St. John's University utilized a fingerprint system whereby Acosta would clock
5 in and out.

6 27. Defendants repeatedly suffered or permitted Acosta to work over Forty (40)
7 hours per week without paying him the appropriate premium overtime pay of one and one half
8 times his regular rate of pay.

9 28. Defendants have failed to pay Acosta spread-of-hours compensation of one
10 hour's pay at the basic minimum hourly wage rate for each day during which Acosta's shift
11 extended for more than ten (10) hours.

12 29. Acosta was not provided with a notice containing the rate and basis of his pay;
13 the designated pay date; and the employer's name, address and telephone number at the time of
14 hiring or at any point thereafter.

15 30. Acosta was never provided with wage statements or other records detailing
16 dates worked, money received, and the employer's details at any point during the time of his
17 employment with Defendants.

18 31. Acosta was not provided with a meal break lasting at least forty-five minutes
19 during his shifts.

20 32. Upon information and belief, while Defendants employed Acosta, they failed to
21 post notices explaining the minimum wage rights of employees under the FLSA and NYLL
22 and failed to inform Acosta of such rights.

23 33. Throughout the duration of his employment, Acosta did not have any
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1 supervisory authority over any of Defendants' employees, nor did he exercise discretion or
2 independent judgment with respect to matters of significance.

3 34. Acosta consented in writing to be a party to the FLSA claims in this action,
4 pursuant to 29 U.S.C. § 216(b).

5 35. Acosta has personal knowledge of other employees of Defendants who also
6 worked extra hours for which they were not paid at an overtime rate. Acosta also has
7 knowledge that both Executive Cleaning Services of Long Island Ltd and St. John's University
8 employ such maintenance workers that they misclassify as independent contractors in order to
9 avoid paying them overtime.
10

11 **Cristian Castaneda**
12

13 36. Plaintiff Cristian Castaneda ("Castaneda") is an adult individual residing in the
14 state of New York, County of Queens.

15 37. Castaneda is a covered employee within the meaning of the FLSA, 29 U.S.C. §
16 203(e) and the NYLL § 190.

17 38. Castaneda worked for Defendants from September 2014 to April 2015.

18 39. During this period, Castaneda was economically dependent on the business of
19 Defendants. He did not have an independent business providing cleaning services to his own
20 customers, nor did he ever advertize that he had such business.
21

22 40. Castaneda was employed as a maintenance worker and his primary duties
23 included setting up tables, cleaning up, placing out and arranging carpets, and maintaining
24 general upkeep and cleanliness of various areas of St. John's University.
25

26 41. Castaneda's work was supervised, at all times, by a person named "William",
27 an employee of St. John's University. William would also instruct, train, and discipline
28

1 Castaneda.

2 42. In addition, Angel Cardenas would set Castaneda's schedule and provide him
3 with cleaning equipment and a uniform.

4 43. Castaneda's rate of pay was set jointly by the Defendants and Castaneda was not
5 in a position to negotiate this rate.

6 44. Castaneda did not have the ability to decline the assignments that Defendants
7 gave him nor was his allowed to select which work to perform or which locations to clean.
8 Castaneda was also prohibited from delegating his work to other persons.

9 45. Castaneda regularly handled goods in interstate commerce during his
10 employment, such as the cleaning products he used at the job site that were purchased out of
11 state.
12

13 46. During the period of his employment with Defendants, Castaneda worked 7
14 days per week from 3 p.m. to 11 p.m. Sometimes, his schedule would extend until 3 a.m. or 4
15 a.m. according to Defendants' needs.
16

17 47. Since starting work in July 2014 up until May 2015, Castaneda's hours worked
18 were averaging around Sixty-Five (65) hours per week. His hourly pay, as determined by
19 Defendants, was Nine Dollars (\$9) per hour for all hours worked.
20

21 48. St. John's University utilized a fingerprint system whereby Castaneda would
22 clock in and out.

23 49. Defendants repeatedly suffered or permitted Castaneda to work over Forty (40)
24 hours per week without paying him the appropriate premium overtime pay of one and one half
25 times his regular rate of pay.
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1 50. Defendants have failed to pay Castaneda spread-of-hours compensation of one
2 hour's pay at the basic minimum hourly wage rate for each day during which Castaneda's
3 extended for more than ten (10) hours.

4 51. Castaneda was not provided with a meal break lasting at least forty-five minutes
5 during his shifts.

6 52. Castaneda was not provided with a notice containing the rate and basis of his
7 pay; the designated pay date; and the employer's name, address and telephone number at the
8 time of hiring or at any point thereafter.

9 53. Castaneda was never provided with wage statements or other records detailing
10 dates worked, money received, and the employer's details at any point during the time of his
11 employment with Defendants.

12 54. Upon information and belief, while Defendants employed Castaneda, they
13 failed to post notices explaining the minimum wage rights of employees under the FLSA and
14 the NYLL and failed to inform Castaneda of such rights.

15 55. Throughout the duration of his employment, Castaneda did not have any
16 supervisory authority over any of Defendants' employees, nor did he exercise discretion or
17 independent judgment with respect to matters of significance.

18 56. Castaneda consented in writing to be a party to the FLSA claims in this action,
19 pursuant to 29 U.S.C. § 216(b).

20 57. Acosta has personal knowledge of other employees of Defendants who also
21 worked extra hours for which they were not paid at an overtime rate. Castaneda also has
22 knowledge that both Executive Cleaning Services of Long Island Ltd and St. John's University
23 employ such maintenance workers that they misclassify as independent contractors in order to
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1 avoid paying them overtime.

2 **(Corporate Defendants)**

3 58. Defendants Executive Cleaning Services of Long Island Ltd. and St. John's
4 University jointly employed Plaintiffs within the meaning of the FLSA and the NYLL and the
5 interpreting case law including *Zheng v. Liberty Apparel Co. Inc.* 355 F.3d 61 (2d Cir. 2003).

6 Factors indicating joint employment include:
7

- 8 a. Corporate Defendants all suffered or permitted Plaintiffs to work.
9 b. Each of the Defendants acted directly or indirectly in the interest of one another in
10 relation to Plaintiffs and similarly situated employees.
11 c. Defendants each have an economic interest in the St. John's University locations
12 in which Plaintiffs and similarly situated employees worked.
13 d. Defendants all simultaneously benefitted from Plaintiffs' work.
14 e. Defendants each had either functional and/or formal control over the terms and
15 conditions of work of Plaintiffs and similarly situated employees.
16 f. Plaintiffs and similarly situated employees performed work integral to each
17 Corporate Defendant's operation.

18 59. In the alternative Defendants Executive Cleaning Services of Long Island Ltd.
19 and St. John's University functioned together as a single integrated employer of Plaintiffs within
20 the meaning of the FLSA and NYLL.
21

22 **Executive Cleaning Services of Long Island Ltd.**

23 60. Executive Cleaning Services of Long Island Ltd. ("Executive Cleaning") is a
24 domestic corporation formed on August 13, 2002, organized and existing under the laws of the
25 State of New York.
26

27 61. Executive Cleaning's principal place of business is located at 236 Fulton
28 Avenue, Suite 214, Hempstead, New York, 11550.

1 62. At all relevant times, Executive Cleaning was a covered employer within the
2 meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

3 63. At all relevant times, Executive Cleaning maintained control, oversight, and
4 direction over the Plaintiffs, including timekeeping, payroll, and other employment practices
5 that applied to them.

6 64. At all times applicable, Plaintiffs were directly retained by Executive Cleaning
7 and received their paychecks from Executive Cleaning for work they physically performed at
8 Defendant St. John's University.

9 65. At all relevant times, Executive Cleaning was "an enterprise engaged in
10 commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its employees
11 were handling cleaning products produced out of state and distributed in New York. In
12 addition, Executive Cleaning conducted business with vendors and other businesses outside the
13 State of New York and engaged in credit card transactions involving banks and other
14 institutions outside the State of New York.

15 66. Upon information and belief, at all relevant times, Executive Cleaning's annual
16 gross volume of sales made, or business done, was not less than \$500,000.00, exclusive of
17 separate retail excise taxes, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(a)(ii).

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21 **St. John's University**

22 67. St. John's University ("St. John's") is a private, co-educational university
23 founded in 1870 and controlled by a privately appointed Board of Trustees in accordance with
24 the laws of the State of New York.

25 68. St. John's University is located at 8000 Utopia Parkway, Jamaica, Queens,
26 11439.
27
28

1 69. At all relevant times, St. John's was a covered employer within the meaning of
2 the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

3 70. At all relevant times, St. John's has maintained formal and/or functional control,
4 oversight, and direction over the Plaintiffs. Specifically, Plaintiffs performed all their work
5 duties at different St. John's locations in accordance with St. John's needs, and reported directly
6 to St. John's facilities at the start of the work day and left those facilities at the end of the work
7 day. In addition, an employee of St. John's, a person known to Plaintiffs as "William" would
8 supervise Plaintiffs at all times. William also had the power to instruct, train, and discipline the
9 Plaintiffs.
10

11 71. St. John's University determined the turnaround time for maintenance tasks
12 performed by Plaintiffs and their workloads.
13

14 72. Upon information and belief, St. John's directly and/or indirectly set Plaintiffs'
15 hours of work and pay rates through its terms of agreement with Executive Cleaning.
16

17 73. At all relevant times, the duties performed by Plaintiffs for St. John's were
18 integral to St. John's operations. Specifically, as a university with a student campus, St. John's
19 provided lodging facilities to students and Plaintiffs' duties were essential to the upkeep of
20 these facilities.

21 74. Upon information and belief, St. John's knew or should have known of the
22 unlawful policies of requiring Plaintiffs to work extra hours with no overtime pay; and had the
23 power to stop the work and/or the violations, but did not do so.
24

25 75. Upon information and belief, St. John's had the authority to audit all Executive
26 Cleaning employment records and exercise control over the accuracy of the hours and wages of
27 Plaintiffs.
28

1 while they were employed by Defendants.

2 82. At all relevant times throughout Plaintiffs' employment, Cardenas was involved
3 in the day-to-day operations of Executive Cleaning.

4 83. At all relevant times throughout Plaintiffs' employment, Cardenas was a
5 "covered employer" within the meaning of the FLSA and the NYLL, and employed or jointly
6 employed Plaintiffs, and is personally liable for the unpaid wages sought herein, pursuant to 29
7 U.S.C. § 203(d).
8

9 **COLLECTIVE ACTION ALLEGATIONS**

10 84. Pursuant to 29 U.S.C. §§ 203, 207, and 216(b), Plaintiffs bring their First cause
11 of action as a collective action under the FLSA on behalf of themselves and the following
12 collective:
13

14 All persons employed by Defendants at any time since September 21,
15 2013, and through the entry of judgment in this case (the "Collective
16 Action Period") who worked as maintenance employees (the "Collective
17 Action Members").
18

19 85. A collective action is appropriate in these circumstances because Plaintiffs and
20 the Collective Action Members are similarly situated, in that they were all subject to
21 Defendants' illegal policies of misclassifying employees as independent contractors and failing
22 to pay overtime premiums for work performed in excess of forty (40) hours each week.
23

24 86. Plaintiffs and the Collective Action Members have substantially similar job
25 duties and are paid pursuant to a similar, if not the same, payment structure.

26 87. The claims of the Plaintiffs stated herein are similar to those of the other
27 employees.
28

FIRST CAUSE OF ACTION

Fair Labor Standards Act – Unpaid Overtime Wages

88. Plaintiffs and the Collective Action Members reallege and incorporate by reference the allegations made in all preceding paragraphs as if fully set forth herein.

89. At all relevant times, Plaintiffs and the Collective Action Members were employees and employed by Defendants within the meaning of the FLSA, 29 U.S.C. § 203(d), (e)(1), and (g).

90. At all times relevant, Defendants have been employers of Plaintiffs and the Collective Action Members, and were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 203 (s)(1) and 206 (a).

91. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 (a)(1) and the supporting federal regulations, apply to Defendants and protect Plaintiffs and the Collective Action Members.

92. Defendants have failed to pay Plaintiffs and the Collective Action Members overtime wages at a rate of one and one-half times the regular rate at which they were employed for but under no instance less than one and one-half times the statutory minimum wage for all of the hours that they worked in excess of forty (40) hours per workweek.

93. As a result of Defendants' violations of the FLSA, Plaintiffs and the Collective Action Members have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).

1 102. Defendants have failed to pay Plaintiffs proper overtime which they were
2 entitled to at a wage rate of one and one-half times their regular rate but under no instance less
3 than one and one-half times the statutory minimum wage as defined by the New York State
4 Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

5 103. Through their knowing or intentional failure to pay Plaintiffs proper overtime
6 wages for hours worked in excess of forty (40) hours per workweek, Defendants have violated
7 the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

8 104. Defendants' failure to pay Plaintiffs overtime compensation was willful within
9 the meaning of NYLL § 663.

10 105. Defendants also failed to post conspicuous notices of the Plaintiffs' rights under
11 the law, as required by the NYLL § 661 and the New York State Department of Labor
12 Regulations, 12 N.Y.C.R.R. Part 142-2.8, further evincing Defendants' lack of good faith.

13 106. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover
14 from Defendants his unpaid overtime wages, liquidated damages as provided for by the NYLL,
15 reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest,
16 pursuant to NYLL § 198 (1-a).

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20 **THIRD CAUSE OF ACTION**

21 **New York Labor Law – Spread-of-Hours Pay**

22 107. Plaintiffs reallege and incorporate by reference all allegations in all preceding
23 paragraphs.

24 108. The spread-of-hours provisions as set forth in NYLL §§ 190 *et seq.* and the
25 supporting New York State Department of Labor Regulations apply to Defendants and protect
26 Plaintiffs.
27
28

1 109. Defendants have failed to pay Plaintiffs spread-of-hours compensation of one
2 hour's pay at the basic minimum hourly wage rate for each day during which Plaintiffs worked
3 more than ten (10) hours, as defined by the New York State Department of Labor regulations,
4 12 N.Y.C.R.R. Part 142-2.4.

5 110. Through their knowing or intentional failure to pay Plaintiffs spread-of-hours
6 compensation, Defendants have willfully violated the NYLL §§ 190 *et seq.*, and the supporting
7 New York State Department of Labor Regulations.
8

9 111. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover
10 from Defendants his unpaid spread-of-hours pay, liquidated damages as provided for by the
11 NYLL, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant
12 to NYLL § 198 (1-a).
13

14 **FOURTH CAUSE OF ACTION**

15 **New York Labor Law – Failure to Provide Notice at the Time of Hiring**

16 112. Plaintiffs reallege and incorporate by reference all allegations in all preceding
17 paragraphs.
18

19 113. Defendants have failed to provide Plaintiffs, at the time of hiring, a notice
20 containing the rate of pay and basis thereof, whether paid by the hour, shift, day, week, salary,
21 piece, commission, or other; the regular pay day designated by the employer; the physical
22 address of the employer's main office or principal place of business; the telephone number of
23 the employer, and anything otherwise required by law, in violation of NYLL § 195(1).
24

25 114. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to
26 recover from Defendants statutory damages of fifty dollars (\$50) per workweek that the
27 violation occurred, up to a maximum of Two Thousand Five Hundred Dollars (\$2,500), until
28

1 February 26, 2015, and statutory damages of Fifty dollars (\$50) per workday that the violation
2 occurred, up to a maximum of Five Thousand Dollars (\$5,000), thereafter, pursuant to NYLL §
3 198 (1-b).

4 **FIFTH CAUSE OF ACTION**

5 **New York Labor Law – Failure to Provide Wage Statements**

6
7 115. Plaintiffs reallege and incorporate by reference all allegations in all preceding
8 paragraphs.

9 116. Defendants have failed to provide Plaintiffs with wage statements listing their
10 rate of pay; basis of pay; the period covered; and overtime pay, in violation of NYLL § 195(3).

11 117. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover
12 from Defendants One Hundred Dollars (\$100) for each work week that the violations occurred,
13 up to a maximum of Two Thousand Five Hundred Dollars (\$2,500), until February 26, 2015,
14 and statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the violation
15 occurred, up to a maximum of Five Thousand Dollars (\$5,000), thereafter, pursuant to NYLL §
16 198 (1-d).
17
18

19 **SIXTH CAUSE OF ACTION**

20 **New York Labor Law – Meal Break Violations**

21 118. Plaintiffs reallege and incorporate by reference all allegations in all preceding
22 paragraphs.

23 119. The meal provisions as set forth in NYLL § 162 apply to Defendants and protect
24 Plaintiffs.
25

26 120. Defendants have consistently and repeatedly failed to allow Plaintiffs a meal
27 break lasting at least forty-five minutes per day for any days Plaintiffs worked a shift of more
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1 than six hours between the hours of one o'clock in the afternoon and six o'clock in the morning
2 as required by NYLL § 162(4).

3 121. Due to Defendants' violations of the NYLL, Plaintiffs have suffered damages by
4 being deprived of their statutorily required meal breaks and are entitled to compensation in an
5 amount to be determined at trial.

6
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs seek the following relief:

9 A. Designating this action as a collective action and authorizing prompt issuance of
10 notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them
11 of the pendency of this action, and permitting them promptly to file consents to be Plaintiffs in
12 the FLSA claims in this action;

13
14 B. An order tolling the statute of limitations;

15 C. Issuance of a declaratory judgment that the practices complained of in this
16 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
17 York Labor Law, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of
18 Labor Regulations;

19
20 D. Unpaid overtime wages under the FLSA and an additional and equal amount as
21 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States
22 Department of Labor regulations;

23
24 E. Unpaid overtime wages and spread-of-hours pay under NYLL, and an
25 additional and equal amount as liquidated damages pursuant to NYLL §198(1-a) and § 663(1);

26 F. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of
27 Defendants' willful and repeated violation of the FLSA pursuant to 29 U.S.C.A. § 216(b);
28

1 G. An award of statutory damages for Defendants' failure to provide Plaintiffs with
2 a wage notice at the time of hiring pursuant to NYLL § 198 (1-b);

3 H. An award of statutory damages for Defendants' failure to provide Plaintiffs with
4 wage statements pursuant to NYLL § 198 (1-d);

5 I. An award of damages for Defendants' failure to provide Plaintiffs with
6 statutorily required meal breaks pursuant to NYLL § 162 to be determined at trial;

7 J. A permanent injunction requiring Defendants to pay all statutorily required
8 wages pursuant to the FLSA and NYLL;

9 K. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b), are not awarded,
10 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;

11 L. An award of pre-judgment interest of nine per centum per annum (9%) pursuant
12 to the New York Civil Practice Law and Rules §§ 5001-5004;

13 M. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
14 New York Civil Practice Law and Rules § 5003;

15 N. An award of attorney's fees, costs, and further expenses up to fifty dollars,
16 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

17 O. Such other relief as this Court shall deem just and proper.

18 Dated: Astoria, New York
19 September 21, 2016

20 Respectfully submitted,
21 **PARDALIS & NOHAVICKA, LLP**

22 By: /s/Ariadne Panagopoulou
23 Ariadne Panagopoulou (AP-2202)
24 *Attorneys for the Plaintiffs*
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26 Astoria, New York 11106
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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Executive Cleaning**, and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 8/22/2016

Cristian Castaneda
Signature

Cristian Castaneda
Print

80-25 Parsons Boulevard,
Apt C-17
Queens NY 11432
Address

347.447.9911
Telephone

NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Executive Cleaning**, and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 8/22/2016

Andres Acosta
Signature

Andres Acosta
Print

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